

## **Request for Proposals (RFP)**

### **Disposition of Municipal Real Estate For Affordable Housing Purposes Acton Community Housing Corporation**

#### **A. Introduction**

##### **1. Invitation to Bid**

The Acton Community Housing Corporation (“ACHC”) is seeking proposals for the disposition of certain real property at 28 Willow Street and 214 Central Street, Acton, MA, and the construction of three units of affordable housing and associated improvements on the property. The ACHC is a quasi-public body under the control of the Acton Board of Selectmen that facilitates affordable housing opportunities in the Town of Acton.

The RFP specifies the process for disposition and the restrictions imposed on the subsequent use of the Property for residential and affordable housing purposes. After acquiring the Property, the successful RFP Respondent must:

- construct (within the time specified in the RFP) a duplex farmhouse-style building on the Central Street side of the Property, a single family bungalow-style building on the Willow Street side of the Property, and various other improvements, all in accordance with plans and permits provided by ACHC. (The duplex will contain a 3-bedroom unit and a 2- bedroom unit. The bungalow will contain a 3- bedroom unit.)
- establish a condominium for the units and must market the units promptly upon completion. Two of the units will be restricted as affordable units and sold in a lottery process. The sale price of the third unit will be restricted under the RFP.

The purpose of this RFP is to select a developer/owner who will acquire, develop, restrict, and market the Property in accordance with this RFP.

Depending on the development costs, there is a potential for the RFP Respondent’s costs to exceed its revenue. To help address this issue and to afford a reasonable development profit, there is no minimum bid price for the Property. In addition, subsidies may be available for this project from ACHC under the Town’s Community Preservation Act Fund or through donations and other governmental programs. To conform to the requirements of the state’s Affordable Housing Act, any profits from the Project shall be limited to an overall profit cap of twenty percent (20%) of total development costs of the Project, as accepted by the Department of Housing and Community Development.

## **2. Site Tour and Briefing**

Interested RFP Respondents **are strongly encouraged** to have a representative attend an information session at Town Hall followed by an on-site tour at the Property. The information session will be on **March 2, 2007 beginning at 10:00AM in room 126 of Acton Town Hall.**

Advance registration to attend the briefing is encouraged by no later than the close of business on **February 28, 2007.**

To register, please contact Nancy Tavernier (978-263-9611 ) or Ryan Bettez (617-828-4197), or email [achc@acton-ma.gov](mailto:achc@acton-ma.gov) .

## **3. Submission Deadline**

Sealed proposals will be received at the following address until 12:00 noon, on **Monday, March 19, 2007**, at which time and place they will be publicly opened and read aloud:

Acton Community Housing Corporation  
c/o Don P. Johnson, Town Manager  
Acton Town Hall  
472 Main Street  
Acton, Massachusetts 01720

No proposals submitted after this time will be accepted.

RFP Respondents must submit an original and ten (10) copies of the Response in a sealed package, plainly marked RFP - Proposal for Disposition "ACHC Property." Within the sealed package, the original and ten (10) copies of the Price Summary Form must be contained in a separate sealed envelope plainly marked Price Summary Form - RFP Proposal for Disposition "ACHC Property."

RFP Respondents must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include all required documents.

RFP Respondents may correct, modify or withdraw proposals, in writing only, prior to the proposal opening. Corrections or modifications must be in a sealed envelope when submitted.

All proposals must remain in effect for a period of one hundred eighty (180) calendar days from the deadline for submission, or until the disposition has been effectuated, or this Request for Proposals is cancelled, whichever occurs first.

**4. Questions on RFP**

All inquiries concerning this RFP should be in writing submitted by mail, overnight mail, or email (phone calls will not be permitted) to be received by ACHC no later than **March 12, 2007**, to:

Acton Community Housing Corporation  
c/o Don P. Johnson, Town Manager  
Acton Town Hall  
472 Main Street  
Acton, Massachusetts 01720

Attention:  
Nancy Tavernier or Ryan Bettez  
[achc@acton-ma.gov](mailto:achc@acton-ma.gov)

**5. Disclaimers and Caveats**

ACHC makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

ACHC has attempted in this RFP to be accurate, but ACHC is not responsible for any unintentional errors herein.

All proposals shall be deemed to be public records with the meaning of M.G.L. c. 4, ' 7(26).

The award of this contract is subject to Chapter 143 of the Acts of 1996, M.G.L. c. 30B, ' 16, and Article 29 adopted at the Acton Annual Town Meeting of April 4, 2006 (Exhibit A).

ACHC's Disposition of the Property is subject to approval of ACHC and the Acton Board of Selectmen under § 2(d) of Chapter 143 of the Acts of 1996.

## **B. Property Description**

Set forth below is certain background information about the Property which ACHC has assembled from a variety of sources. ACHC is providing this information in this RFP and its Exhibits and supplements (collectively the "Property Information"). However, ACHC and the Town of Acton make no representation or warranty, express or implied, as to the accuracy and completeness of the Property Information. ACHC and the Town of Acton assume no liability for the accuracy or completeness of the Property Information and each RFP Respondent assumes all risk in connection with the use of the Property Information and by responding to the RFP releases ACHC and the Town of Acton and their Boards and officials from any liability whatsoever in connection with the use of the Property Information by the RFP Respondent.

### **1. Location and Site Information:**

This RFP involves the sale of the Property located at 28 Willow Street and 214 Central Street, Acton, MA, described as follows:

- The Property was taken by the Town of Acton for nonpayment taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998).
- ACHC has the Property under Agreement with the Town and expects to close on the acquisition of the Property from the Town immediately prior to its disposition to the successful RFP Respondent (Exhibit B).
- The Property is shown as Lot 4 on an Approval Not Required Plan dated March 1, 2006, endorsed for the Acton Planning Board on March 22, 2006, and recorded in the Middlesex South Registry of Deeds as Plan No. 438 of 2006 (Exhibit C).
- The Property consists of 15,335  $\pm$  square feet, with 104.33  $\pm$  feet of frontage on Willow Street and 68.0  $\pm$  feet of frontage on Central Street.
- The Property is to be conveyed with the benefit of a perpetual Access & Utility Easement to be granted to ACHC by the abutter Cecelia Joan Flannery pursuant to a Memorandum of Agreement dated April 3, 2006, amended on December 14, 2006 (Exhibit D) ACHC expects to close on the acquisition of the Easement from Flannery immediately prior to its disposition to the successful RFP Respondent
- In acquiring the Property from the Town, ACHC paid the Town for outstanding back taxes, interest and penalties, and ACHC made a payment in lieu of taxes calculated in accordance with M.G.L. c. 44, ' 63A. As there is no minimum bid price, an RFP Respondent (while free to make a proposal it deems most advantageous) is not obligated to reimburse ACHC for these amounts.

**2. Buildings and Improvements:**

There currently exist a building and improvements, fixtures and equipment on and under the Property. The Successful RFP Respondent shall be responsible for the demolition and removal of any such buildings, improvements, fixtures and equipment currently situated on or under the Property in preparation for construction of the Project under this RFP.

**3. Zoning:**

The Property is currently zoned Village Residential. ACHC has received a Determination of Site Eligibility and Preliminary Approval of the Project under DHCD's Local Initiative Petition under the Local Initiative Program, 760 CMR 45.00, dated December 5, 2005, as amended dated December 15, 2005 (collectively the "LIP Approval;" Exhibit E), and ACHC has received a Comprehensive Permit for the Project pursuant to M.G.L. Chapter 40B (the "Comprehensive Permit;" Exhibit F) based on the Approved Comprehensive Permit Plans prepared by Stamski and McNary, Inc., dated June 2, 2006, revised 10/10/2006 (Exhibit G). All development and use of the Property shall conform to the requirements of the LIP Approval and the Comprehensive Permit.

**4. Utilities and Infrastructure:**

Public water, natural gas and electricity are available at the Property.

There is no public sewer serving the Property. The Acton Board of Health has issued a Sewage Disposal Permit for new construction of subsurface sewage disposal systems for the three proposed residential units on the Property (the "Sewage Disposal Permit;" Exhibit H) in accordance with the plans prepared by Town of Acton Engineering Department, dated 4/25/2006, entitled Subsurface Sewage Disposal Plan 28 Willow Street & 214 Central Street (the "Sewage Disposal Plans;" Exhibit I).

The Successful RFP Respondent shall be responsible for construction of the three sewage disposal systems in accordance with the Sewage Disposal Permit and the Sewage Disposal Plans.

The Successful RFP Respondent shall be responsible for making all utility connections and paying the cost involved.

In addition, the successful RFP Respondent shall at a minimum implement the Landscaping Plan and Notes for the Property described in Exhibit J.

**5. Environmental Issues:**

After acquiring tax title to the property in 1998, the Town retained O'Reilly, Talbot and Okun Associates Inc. ("OTO") to commence a Chapter 21E investigation of the property. That investigation revealed the release or threat of release of certain oil and/or hazardous materials at and from the Site in excess of the Massachusetts Department of Environmental Protection's RCS-1 Reportable Concentration for Soils Classified as S-1. The Town notified DEP of this condition and OTO conducted various assessment, containment and removal actions at the Site. In June 2002, OTO submitted a Phase II report and a Class A-2 Response Action Outcome Statement for the Site (attached hereto as Exhibit K). On April 10, 2003, DEP issued a Notice of Audit and Request for Site Inspection for the Site. In response, OTO prepared an Addendum to the Method 3 Risk Characterization, which evaluated potential risks associated with exposure to groundwater by construction/utility workers. For further information, RFP Respondents should consult DEP's file for RTN No. 2-12578.

**6. Appraisal:**

The firm of Avery and Associates has appraised the Property as of August 29, 2005, as set forth in the Appraisal Report dated September 6, 2005 (Exhibit L).

**7. Respondent's Responsibility for Due Diligence:**

RFP Respondents should undertake an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations pertaining to the Property, the Work, and the proposed use.

ACHC and the Town of Acton make no representation or warranty with respect to the Property, including without limitation, ACHC's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The successful RFP Respondent shall accept the Property on a strictly "as is" basis without any warranty or obligation whatsoever on the part of ACHC and/or the Town of Acton.

The RFP Respondent shall release, defend, indemnify and hold ACHC and the Town of Acton harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Property.

## **C. Evaluation of Proposals**

ACHC will review all proposals received by the filing deadline in accordance with the Comparative Evaluation Criteria in Appendix I and the following procedure:

- Proposals will be evaluated and rated by an ACHC Selection Committee according to the Comparative Evaluation Criteria set forth in this Appendix I to the RFP.
- The Committee will make its recommendations to the ACHC Board.
- The ACHC Board will select the most advantageous proposal from the responsible and responsive RFP Respondents, taking into consideration the Comparative Evaluation Criteria, the Committee's recommendations, and the Board's own judgment as to which RFP Respondent best meets the Comparative Evaluation Criteria.
- ACHC will notify all RFP Respondents in writing of the decision.
- Under ACHC's enabling legislation, the actual disposition is subject to the approval of the Acton Board of Selectmen.

ACHC reserves the right to reject any and all proposals if ACHC determines that it is in its best interest to do so. ACHC also reserves the right to waive any informalities in the proposal process and to accept the proposal(s) deemed to be in the best interest of ACHC.

ACHC reserves the right to interview or to seek additional information from any RFP Respondent after the opening of Proposals but before entering into a Disposition Agreement, to reject any proposal if ACHC deems it to be in the best interests of ACHC, and to award the Disposition Agreement to the next qualified applicant.

## **D. Disposition Agreement**

The successful RFP Respondent will have thirty (30) days from the time he/she/it receives notice from ACHC that the offer has been accepted to execute the Purchase and Sale Agreement for the Disposition of the Property (Disposition Agreement) (Exhibit M), with such mutually acceptable amendments as are consistent with this RFP and approved by ACHC. Any such amendments to the Disposition Agreement may be negotiated by ACHC after the successful bidder has been selected.

If the successful RFP Respondent fails to execute the Disposition Agreement within thirty (30) days of notice of award (or within any extension to which ACHC may agree in writing), ACHC may select the next most advantageous offer.



## **E. Specific Terms, Conditions and Restrictions on Reuse**

Pursuant to M.G.L. c. 30B, § 16, ACHC sets the following terms, conditions and restrictions on the RFP Respondent's use of the Property pursuant to the RFP:

### **1. The Project**

After acquiring the Property, the RFP Respondent shall, at its sole expense, perform and complete all work necessary for the design and construction of three residential condominium units in two buildings on the Property, together with related improvements, all in strict conformity with the following plans, specifications and requirements (the "Work"):

1. Architectural Drawings and Building Elevations for Willow/Central Residences prepared by Mangel Architects, Inc. (Exhibit N);
2. The attached Construction Specifications (Exhibit O).
3. The requirements of this RFP;
4. The requirements of the Disposition Agreement;
5. The requirements of the LIP Approval;
6. The requirements of the Comprehensive Permit;
7. Approved Comprehensive Permit Plans - Stamski and McNary, Inc. (Exhibit G)
8. The requirements of the Sewage Disposal Permits and the Sewage Disposal Plans; and
9. The requirements of all other required governmental permits and approvals.

### **2. Costs of the Work**

The RFP Respondent shall be solely responsible for all costs and expenses of the Work, including without limitation, demolition of the existing building and improvements on the Property, the design and construction of the new buildings and improvements, the installation of all utilities and site work required for the proposed housing use, and any other measures necessary to construct and occupy the Project in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use. Except to the extent provided herewith, the RFP Respondent shall, at its sole cost and expense, obtain all necessary permits, approvals and

licenses from governmental authorities, including the Town of Acton, required for Work.

The RFP Respondent shall pay (or cause to be paid) all costs and expenses associated with the Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold ACHC and the Town of Acton harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the performance of the Work.

### **3. Performance Standards**

The RFP Respondent shall perform and complete the Work in a good and workmanlike manner, in compliance with good engineering and construction practices, using all new materials, and with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments with jurisdiction.

The RFP Respondent shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

### **4. Affordability Requirements**

ACHC has established the following affordable housing goals and guidelines for the reuse of the Property, which shall be incorporated as terms, conditions and restrictions on the RFP Respondent's use of the Property:

#### **(a) Unit Price Limits**

- 100% of the units shall be condominium units, each with an Exclusive Use Areas as shown on the project plans.
- There shall be one two-bedroom unit and one three-bedroom unit in a duplex farmhouse-style building on the Central Street side of the Property.
- There shall be one three-bedroom unit in a single family bungalow-style home on the Willow Street side of the Property.
- The initial sale price of the affordable three-bedroom unit in the single family home will not exceed \$176,500, and it will be sold pursuant to a lottery process as required by the Comprehensive Permit.

- The initial sale price of the two-bedroom affordable unit in the duplex will not exceed \$157,900, and it will be sold pursuant to a lottery process as required by the Comprehensive Permit.
- The initial sale price of the three-bedroom unit in the duplex (the “Duplex 3-Bedroom Unit”) shall not exceed \$330,000, and that unit shall be subject to the special conditions in Section E.4.c below.
- Local preference for affordable units shall be provided to the maximum extent allowed by legal requirements.

(b) Minimum Affordability Commitment

- Each Proposal must meet the Minimum Affordability Commitment, as stated in the LIP Approval, Exhibit E.
- Without limitation, two of the units (not including the Duplex 3-Bedroom Unit) shall be restricted in perpetuity for occupancy by persons or households whose aggregate family income does not exceed 80% of the median gross income for the area (“AMI”), as established by the United States Department of Housing and Urban Development, consistent with the terms and policies of the Department of Housing and Community Development’s Local Initiative Program and the Comprehensive Permit. These two units shall be eligible for qualification in and a new addition to the Town’s Subsidized Housing Inventory under General Laws Chapter 40B.

(c) Special Conditions for Duplex 3-Bedroom

The following special conditions shall apply to the Duplex 3-Bedroom Unit and shall govern the successful RFP Respondent hereunder and its successors and assigns (collectively the “Developer”):

- (i) The Acton Housing Authority (“AHA”) may issue its own Request for Proposals (the “AHA RFP”) to acquire a 3-bedroom unit in the Town of Acton for its rental housing program.
- (ii) If the AHA RFP is issued on or before the thirtieth day after the issuance of a building permit for the Duplex 3-Bedroom Unit, the Developer shall timely and fully respond to the AHA RFP, and shall offer the Duplex 3-Bedroom Unit to AHA at a price not to exceed \$330,000.
- (iii) In the event that (A) AHA awards the acquisition contract to the Developer within thirty days after the AHA RFP bid opening, and (B) within thirty days thereafter AHA executes an agreement to

acquire the Duplex 3-Bedroom Unit and to close on that acquisition within thirty days after the issuance of a final occupancy permit for that unit, then the Developer shall sell the Duplex 3-Bedroom Unit to AHA pursuant to the AHA RFP award and that agreement, provided however that the Developer shall include in the deed to AHA of the Duplex 3-Bedroom Unit a perpetual restriction running for the benefit of ACHC to the following effect: “In the event that the Acton Housing Authority proposes to resell the Duplex 3-Bedroom Unit at any time, then the Acton Housing Authority shall provide advance written notice to the Acton Community Housing Corporation which shall have the option, exercisable on or before the 120th day after receipt of said notice, to buy down the Duplex 3-Bedroom Unit’s maximum selling price to the then-applicable maximum selling price for the unit to be affordable to a 4 person household at 80% AMI (said buy down to be funded by ACHC making a payment in the amount of the difference between the appraised fair market value of the unit unrestricted and said then-applicable maximum selling price) and thereafter to restrict the Duplex 3-Bedroom Unit in perpetuity to be affordable for a 4 person household at 80% AMI.”

- (iv) In the event AHA does not timely issue the AHA RFP, award the contract to the Developer, or execute the agreement to acquire the Duplex 3-Bedroom Unit as provided herein, then ACHC shall have the option, exercisable on or before the 120<sup>th</sup> day after issuance of the building permit for the Duplex 3-Bedroom Unit, to buy down the Duplex 3-Bedroom Unit’s selling price from \$330,000 to \$176,500 (i.e. by a payment of \$153,500) and to restrict the Duplex 3-Bedroom Unit in perpetuity to be affordable for a 4 person household at 80% AMI.
- (v) In the event ACHC does not timely exercise that option, then the Developer shall sell and restrict the Duplex 3-Bedroom Unit to a qualifying 4 person household earning no more than 150% AMI at a selling price that is affordable to a household earning 130% of the AMI.
- (vi) Unless AHA acquires the Duplex 3-Bedroom Unit as set forth above, the Duplex 3-Bedroom Unit shall initially be sold pursuant to a lottery process as required by Comprehensive Permit Condition § E.4 to a qualifying household at the applicable affordability percentage, and shall be subject to a Perpetual Affordability Restriction as set forth in Comprehensive Permit Condition § E.5.

- (vii) In any event, the Duplex 3-Bedroom Unit shall be subject to a DHCD Universal Deed Rider that is adapted for the selected option and approved by Town Counsel. (See Comprehensive Permit Condition § E.)

## **5. Schedule**

Each RFP Respondent shall submit with its proposal its anticipated critical path time schedule for major Project milestones (including such matters as financing, permitting, design, closing, construction, lottery, marketing and sale) so that the Work shall be commenced and completed, and the units marketed, sold and occupied as soon as reasonably possible. The schedule shall, at a minimum, meet the following requirements.

- The successful RFP Respondent shall be prepared to execute the Disposition Agreement within 30 days from the notice of award from the Town.
- The successful RFP Respondent shall close on the acquisition of the Property and commence the Work as soon as reasonably possible following the signing of the Disposition Agreement; provided, however, that the closing shall not occur unless and until the RFP Respondent has obtained a binding commitment from a governmental or institutional lender for a construction loan in an amount adequate, in the judgment of ACHC, to complete the Work hereunder.
- The closing on the disposition of the Property shall occur contemporaneously with the closing on the construction loan financing. Any mortgage securing the construction loan financing shall be expressly subject to the Disposition Agreement including the unit deed restrictions and resale affordability restrictions intended to ensure compliance with the affordable housing requirements of this RFP.
- The successful RFP Respondent shall complete the Work not later than eighteen (18) months after the closing on the disposition of the Property by ACHC to the RFP Respondent pursuant to the Disposition Agreement.

## **6. Right of Reverter**

The Disposition Agreement shall incorporate a critical path time schedule for the Work and a deadline for completion of the Work. In the event that the RFP Respondent shall fail to commence the Work or to substantially complete the Work within the required time frames, ACHC shall provide written notice of that breach to the RFP Respondent.

In the event that the RFP Respondent does not cure said breach within thirty days after its receipt of that notice, or within such extended time as ACHC may in writing

agree, the Property shall revert to ACHC.

Commencement of the Work shall mean commencement (on or before the deadline specified) of construction of one or more buildings pursuant to building permit(s) issued by the Town of Acton. Substantial completion of the Work shall be mean that permanent certificates of occupancy have been issued for all three condominium units on or before the deadline specified.

## **F. Document Submission Requirements**

The following documents (fully completed and executed as applicable) must accompany the proposal. Failure to provide any of the required documents may result in the determination that the Offer is non-responsive. Numbered tabs should match numbered items in the following table, and should appear in the order given.

The RFP Response should include a cover Letter with the following tabbed exhibits:

<b>Tab</b>	<b>Contents</b>
1.	Proposal Form (Exhibit P)
2.	Price Summary Form (Exhibit Q) along with a completed Pro Forma (a detailed breakdown of projected revenues and costs on the form provided as Exhibit R) (both in an sealed envelope labeled as set forth above)
3.	Certificate of Non-Collusion (Exhibit S)
4.	Disclosure of Beneficial Interest Form as required by M.G.L. c.7, ' 40J (Exhibit T)
5.	Non-Delinquency Statement required by M.G.L. c. 60, ' 77B (Exhibit U)
6.	Commitment for payment in lieu of taxes calculated in accordance with M.G.L. c. 44, ' 63A (Exhibit V)
7.	Acknowledgment that the sale is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f), if and as applicable (Exhibit W)
8.	Certification as to Payment of Taxes (Exhibit X)
9.	Copy of the Disposition Agreement indicating changes, if any, requested by the RFP Respondent (Exhibit M)
10.	Developer's Profile - - a brief summary of the Developer's organization and experience, resumes of principals, a list of 3 client/customer references, a financial statement, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project
11.	General Contractor's Profile - - a brief summary of the contractor's organization and experience, resumes of principals, a list of 3 client/customer references, a financial statement, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project. Names and similar summaries of all subcontractors are also required

12.	Letters of Reference – - one letter of reference each for the Developer, the Architect & Engineer, and the General Contractor from a client or customer
13.	Technical Proposal - detailed specifications of the proposed design, building materials, house components, unit amenities, and other planned improvements to the Property as part of the Work must be provided
14.	Critical path time schedule conforming to Section VII(d) above
15.	Corporate Resolution, if a Corporation (Exhibit Y)

Updated originals of forms 4-8 shall be executed and delivered by the RFP Respondent at Closing and as a pre-condition thereto.



## **Appendix I: Comparative Evaluation Criteria**

### **1. Minimum Threshold Criteria**

Submissions must meet the following minimum threshold criteria:

1. The Proposal must be complete and conform to all submission requirements set forth in this RFP and any Addendum to this RFP issued before the submission deadline.
2. The Proposal must be timely submitted.
3. The RFP Respondent must agree to engage a contractor licensed by the State of Massachusetts as a Construction Supervisor.
4. The Proposal must meet the Minimum Affordability Commitment, as stated above and in the LIP Approval, Exhibit E.
5. As part of this project, the RFP Respondent must agree to be responsible for the costs to hire a qualified agency to administer homebuyer qualification and the housing lottery process. Without limitation, the Developer shall agree to fund the expenses of the Lottery, and deposit \$500 in an account established by the Acton Community Housing Corporation to cover its expenses in overseeing the Lottery (Comprehensive Permit page 12).
6. The Developer shall agree to deposit \$4,500 in an escrow account established by the Town pursuant to G.L. c. 44, § 53G, to cover the Town's expenses in the monitoring compliance with the Profit Cap. Any funds not expended after the completion of the Town's determination of compliance with the Profit Cap shall be returned to the Developer. See Comprehensive Permit Condition § E.6.
7. The RFP Respondent may be a public agency, a non-profit organization, a limited dividend organization or a private party that shall form a limited dividend organization for purposes of the acquisition and development of the Property. [A "Limited Dividend Organization" means a person or entity which proposes to sponsor housing under M.G.L. c. 40B; and is not a public agency; and is eligible to receive a subsidy from a state or federal agency after a comprehensive permit has been issued and which, unless otherwise governed by a federal act or regulation, agrees to limit the dividend on the invested equity to no more than that allowed by the applicable statute or regulations governing the pertinent housing program.]

## 2. **Competitive Evaluation Criteria**

Each proposal meeting the minimum threshold criteria will then be judged on the following additional competitive evaluation criteria:

### a. **Affordability.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators exceeds the Minimum Affordability Commitment by providing a greater percentage (*i.e.* 100%) or a greater mix (*i.e.* low and very low income) of affordable units. Given the importance of this criterion, as between two competing “Highly Advantageous” proposals, preference as to the affordability criterion will be given to the proposal providing the greater percentage and greater mix of affordable units.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators meets the Minimum Affordability Commitment.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to meet the Minimum Affordability Commitment.

### b. **Financial Capacity.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with exceptional financial capacity to undertake the Project proven by prior experience financing real estate development, including securing any necessary interim financing, ability to provide any equity contribution projected in the Sources and Uses Budget, and ability to secure financing as evidenced by letter(s) from prospective lender(s) and other supporting material.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with reasonable financial capacity to undertake the Project.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team with reasonable financial capacity to undertake the Project.

c. **Project Team.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team capable of completing the Project successfully and in an expedited manner as evidence by such factors as (a) extensive experience with residential projects, (b) an exceptional record of designing and constructing residential projects ahead of schedule, within budget and with minimal changes during construction, and (c) the resumes and references of principals and senior staff assigned to the Project.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team capable of completing the Project acceptably and on time as evidence by such factors as (a) suitable experience with residential projects, (b) a suitable record of designing and constructing residential projects on time and within budget, and (c) the resumes and references of principals and senior staff assigned to the Project.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team capable of completing the Project acceptably and on time.

d. **Feasibility of Proposed Project.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators is highly feasible based on an analysis of the development budget, the demonstrated ability of the Project Team to resolve environmental and permitting issues as they may arise, the likely acceptability of designs by regulators, lenders and funders, the likelihood of obtaining proposed financing for construction and soft costs as estimated, and the reasonableness of the budget.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators is feasible based on an analysis of these factors.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators is not feasible based on an analysis of these factors.

e. **Quality of Design and Construction.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators presents qualitative improvement to the proposed design; presents superior merit in terms of architectural features, unit designs and amenities, and the quality of proposed construction; and observes careful site planning.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators complies with the design requirements of the RFP and presents an acceptable quality of building and unit design and construction.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators presents an unacceptable quality of building and unit design and construction.

f. **Proposed project development schedule.**

A Project with a shorter but achievable development schedule will receive a more advantageous rating on this criterion than a Project with a longer development schedule or an impractical development schedule.

g. **Proposed Price/Subsidy.**

Because the sale price of all three units will be restricted under the RFP, the successful RFP Respondent's potential revenue from the project is, by definition, limited. Depending on the development costs, there is a potential for the RFP Respondent's costs to exceed its revenue. To help bridge the gap and to afford a reasonable development profit, there is no minimum bid price for the Property. In addition, subsidies may be available for this project under the Town of Acton's Community Preservation Act ("CPA") Fund or through donations and other governmental programs. In the price proposal, the RFP Respondent must specify its proposed purchase price offered for the Property and any proposed grants the RFP Respondent will request from ACHC and/or the Town of Acton (such as Community Preservation Act funds). In this way, ACHC will be able to compare each offer based on the net financial gain or net financial subsidy.

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators presents a positive financial gain to ACHC and the Town of Acton, without materially sacrificing on

the quality of the Project, measured in terms of (a) the proposed purchase price offered for the property, minus (b) any proposed subsidies to be requested by the RFP Respondent from ACHC and/or the Town of Acton (such as Community Preservation Act funds). With respect to this criterion, as between two Highly Advantageous projects, the project with the higher positive financial gain (if any) to ACHC and the Town, without materially sacrificing on the quality of the Project, will be considered more favorably.

- An Advantageous rating will be given to a proposal that in the judgment of the evaluators presents modest need for a net subsidy from ACHC and/or the Town of Acton, without materially sacrificing on the quality of the Project, measured in terms of (a) the proposed price offered for the property, minus (b) any proposed subsidies to be requested by the RFP Respondent from ACHC and/or the Town of Acton (such as Community Preservation Act funds). With respect to this criterion, as between two Advantageous projects, the project with the smaller net subsidy from ACHC and/or the Town, without materially sacrificing on the quality of the Project, will be considered more favorably.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators presents the need for an unacceptable net subsidy from ACHC and/or the Town of Acton.

h. **Requested Changes to Disposition Agreement.**

There will be an evaluation of changes to the Disposition Agreement requested by the RFP Respondent. RFP Respondents requesting fewer substantive changes to the Disposition Agreement will receive a more advantageous rating on this criterion.

i. **Overall Score and Ranking**

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall score and ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received an “Unacceptable” ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the Town. Any notice of award, however, will be contingent upon the project proponent curing any “Unacceptable” criterion ranking prior to the execution of the Disposition Agreement.

## **Appendix II: List of Exhibits**

<b>Exhibit</b>	<b>Description</b>
A	Article 29 adopted at the 2006 Acton Annual Town Meeting
B	Agreement between the Town and ACHC for acquisition of the Property
C	Approval Not Required Plan dated March 1, 2006, endorsed for the Acton Planning Board on March 22, 2006
D	Memorandum of Agreement dated April 3, 2006, amended on December 14, 2006 for Access & Utility Easement to be granted to ACHC
E	Preliminary Approval of the Project under DHCD's Local Initiative Program
F	Comprehensive Permit for the Project
G	Approved Comprehensive Permit Plans - Stamski and McNary, Inc. dated June 2, 2006, revised 10/10/2006
H	Sewage Disposal Permits for the Project
I	Sewage Disposal Plans for the Project
J	Landscape Plan and Notes
K	Environmental Report
L	Appraisal Report
M	Purchase and Sale Agreement for the Disposition of the Property
N	Architectural Drawings and Building Elevations for Willow/Central Residences prepared by Mangel Architects, Inc. dated 1/26/07, based on Proposed Schematic Site Plan and Proposed Schematic Elevations prepared by Terrence G. Heinlein AIA Architect dated 8/14/06
O	Construction Specifications
P	Proposal Form
Q	Price Summary Form
R	Pro Forma Form
S	Certificate of Non-Collusion
T	Disclosure of Beneficial Interest Form
U	Non-Delinquency Statement
V	Commitment for payment in lieu of taxes
W	Acknowledgment that the sale is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f)
X	Certification as to Payment of Taxes
Y	Corporate Resolution

**EXHIBIT A**

**Article 29 adopted at the 2006 Acton Annual Town Meeting**

**EXHIBIT B**

**Agreement between the Town and ACHC for Acquisition of the Property**



**EXHIBIT C**

**Approval Not Required Plan dated March 1, 2006, endorsed for the Acton Planning  
Board on March 22, 2006**

**EXHIBIT D**

**Memorandum of Agreement for Access & Utility Easement as Amended**

**EXHIBIT E**

**Preliminary Approval of the Project under DHCD's Local Initiative Program**

**EXHIBIT F**

**Comprehensive Permit for the Project**

**EXHIBIT G**

**Approved Comprehensive Permit Plans - Stamski and McNary, Inc. dated June 2,  
2006, revised 10/10/2006**

**EXHIBIT H**

**Sewage Disposal Permits for the Project**

**EXHIBIT I**

**Sewage Disposal Plans for the Project**

## **EXHIBIT J**

### **Landscape Plan and Notes 28 Willow Street, 212 and 214 Central Street**

The successful RFP Respondent shall at a minimum implement the following and attached Landscaping Plan for the Property:

1. Install 56 linear feet of Lilac Hedge on the Southwesterly side of the site, beginning 5 feet off the edge of the Willow Street right of way.
2. Install 30 linear feet of Lilac Hedge on the Northeasterly side of the site, beginning 5 feet off the edge of the Willow Street right of way.
3. Install 48 linear feet of Lilac Hedge along the proposed easement line, beginning 5 feet off the edge of the Central Street right of way.
4. Hedges shall consist of Lilac (*Syringa*) species. Plants are to be a minimum of 4 feet in height. There shall be a minimum of 6 canes per plant; plants shall be balled and burlapped; the minimum ball diameter shall be 20 inches; all as per Section 2 of the American Standard for Nursery Stock (ANSI Z60.1.2004). Lilac clumps shall be planted 4 feet on center. Furnish and install a minimum of 23 Lilac clumps.
5. Furnish and install 1 deciduous shade or flowering tree. (Green Ash, Red Oak, Japanese Tree Lilac, London Plane, Kousa Dogwood, or Kwanzan Cherry) on the Central Street side of the property, approximately at the midpoint of the Duplex unit, planted halfway between the back edge of the sidewalk and the front façade of the building.  
  
Tree is to be a minimum of 10 feet in height and 1 ¾ of an inch in caliper at time of planting, balled and burlapped, with a minimum ball diameter of 32 inches, as per Section 1 of the American Standard for Nursery Stock (ANSI Z60.1.2004).
6. All planting and aftercare for a period of 1 year to be provided in accordance with the "Principles and Practice of Planting Trees and Shrubs" 1997, published by the International Society of Arboriculture.
7. Prior to final inspection of the plantings by the Tree Warden, the developer should submit a letter, guaranteeing that the plants were installed in compliance with commonly accepted industry practice, that they comply with the American Standard for Nursery Stock (ANSI Z60.1-2004), that they are healthy, and that the actual plantings are consistent with the approved landscape plan, (see Comprehensive Permit Condition § L)



**EXHIBIT K**

**Environmental Report**

**Summary in RFP (10 pages)**

**Full report available on CD provided with each RFP**

**EXHIBIT L**

**Appraisal Report**

**Summary letter in RFP (1 page)**

**Full report available on CD provided with each RFP**

**EXHIBIT M**

**Purchase and Sale Agreement for the Disposition of the Property**

**EXHIBIT N**

**Architectural Drawings and Building Elevations for Willow/Central Residences  
prepared by Mangel Architects, Inc. dated 1/26/07.**

Based on Proposed Schematic Site Plan and Proposed Schematic Elevations prepared by  
Terrence G. Heinlein AIA Architect dated 8/14/06

## **EXHIBIT O**

### **CONSTRUCTION SPECIFICATIONS**

The Work shall be performed strictly in accordance with the following specifications and must meet or exceed the requirements of the Comprehensive Permit and the current Federal, State of Massachusetts and Town of Acton's Building Code requirements. Note that in instances where the regulations and codes have changed since the original publication of these specifications, the developer is to conform to the current regulations and codes. The execution of all work shall be in strict accordance with these specifications and manufacturer's written specifications or Material's Institute Standards. Where the manufacturer's recommended details are used, the manufacturer shall be responsible for the performance of their product. All work not specifically mentioned that is required to make the work complete and operational shall be included. The specifications that follow are intended to provide the basis for three completely finished homes, anything not expressly set forth but which is reasonably implied or necessary for proper performance of these individual homes shall be included.

**Codes** - Construction shall comply with all applicable national, state and local building codes. It is the responsibility of the developer to insure compliance with said codes and modify the specifications as needed to comply with such codes.

**Workmanship** - Workmanship shall conform to the best and highest standards of quality in each trade and shall include all items of fabrication, construction and installation. All work shall be completed by skilled tradesmen and mechanics. Installation of all equipment and materials shall be in strict accordance with manufacturer's recommendations.

1. To minimize the impact on the natural landscape, the lot will be cleared only to the extent necessary to dig the foundation holes, install the septic system, construct yard, and build the driveways. All trees to be saved will be marked with a ribbon. Clearing cannot commence without meeting with Acton's Tree Warden.
2. The floor plans and building exterior designs of the three homes shall be built to match the "Maugel Architectural Drawings;" Exhibit N.
3. The exterior porch decking, railings and steps will be constructed with Trex or of a similar quality wood and plastic composite lumber product.
4. Foundation locations will be accomplished by developer's engineer or surveyor in conjunction with the "Maugel Architectural Drawings;" Exhibit N and the Sewage Disposal Plans for the Project in Exhibit I.
5. Each dwelling unit shall have a full basement of poured concrete floors and walls, with a bulkhead for each unit. The duplex's basement will have a poured concrete

wall to divide the individual basements.

6. Doorways on main floor shall provide at least 32 inches of clear passage space. All interior doors shall be solid six panel doors. All Exterior doors shall be 36 inches wide. The exterior front doors on the Central Street Duplex shall be 36" by 80" six panel doors, they shall have 10 or 12 inch clear glass full lite sidelites on the left and right sides of each door. The side doors of all three homes shall have 36" by 80" nine lite two panel doors. The front door of the Willow Street home shall have 36" by 80" six panel door. Each exterior door shall have an exterior porch light.
7. Insulation methods shall meet or exceed State of Massachusetts' Building Code requirements. Common walls between dwelling units must be insulated for fire and sound dampening, using isolated stud walls with resilient bars, acoustical mineral wool and soundproofing mat along the separating wall, or its equivalent.
8. Notwithstanding the above, all energy provisions mandated by the Massachusetts State Building Code which exceed the above requirements will take precedence.
9. Three onsite subsurface septic systems shall be installed as approved by the Board of Health, complying with all Title 5 requirements. The sewage disposal systems have been designed and approved, as set forth in the "Sewage Disposal Permit;" Exhibit H and Sewage Disposal Plans in Exhibit I.
10. Windows shall be residential quality white vinyl combination storm/ full screen insulated glass. (2/2 simulated divided light with exterior casings that are five inches or wider). See Mangel Architectural Drawings, Exhibit N.
11. Heating systems must be Energy Star gas-fired forced hot air units. The hot water heaters must be gas-fired with a minimum capacity of 40 gallons.
12. At least a half-bathroom should be provided on the main floor and a full bathroom on the second floor of each unit. Washing machine and dryer hookups shall be provided on the second floor and an outside dryer vent installed in each unit. The washer shall be equipped with a single lever shut off and a pan with a drain. Bathrooms shall meet the requirements and size as set forth in the "Architectural Drawings;" Exhibit N. .
13. Kitchen Appliances shall be brand new. The ranges shall be 30 inches wide, self-cleaning, four burner, 4.5 cu. Ft. or larger, also must have oven windows and clocks. The refrigerators shall be 18cu. ft or larger to fit in an opening of 36 inches. The dishwashers shall be 24 inches wide. Range hoods are required and must be vented to the outside. All appliances shall be matching colors and Energy Star Compliant when Energy Star ratings are available for that type of appliance.

14. Kitchen counter tops are to be of a laminated plastic or better material. Kitchen cabinets face frames, doors and draw fronts must be constructed of solid wood with a factory applied finish. .
15. Floors are to be covered with wall-to-wall carpet, Manufacturer Shaw or equivalent, Style Masterly 2, Color Shantung installed over an industry-approved pad and underlayments. Kitchen and bathroom floors are to be covered with vinyl sheet goods of generally neutral colors and/or patterns. All floor coverings must have a minimum warranted life of 10 years. Hardwood and tile floors are desirable but not required, and may be shown in the Price Proposal as an option.
16. Each unit's driveway must accommodate parking for at least 2 cars and surfaced with bituminous concrete to meet the requirements detailed in the Comprehensive Permit Plan.
17. Roofs must be constructed of asphalt shingles with no less than 30 year life. See "Maugel Architectural Drawings", sheet number A. 201
18. House interiors must be completely finished and painted with a primer coat and two (2) finish coats. Walls and ceiling will be constructed of plaster or drywall. Walls shall get one coat of primer and two coats of Benjamin Moore or equivalent, wall color "Feather Down", egg shell finish paint. Ceilings shall get one coat of primer and two coats of flat white ceiling paint. Interior trim shall be solid wood 3.5 inches or wider. Interior trim and doors shall get one coat of primer and two coats of Benjamin Moore or equivalent "White Dove" low lustre. Exterior doors shall get one coat of exterior primer and two coats of exterior gloss paint. All painted services shall get as many coats of paints that are required to get complete coverage.
19. House exterior walls and trim must be completely finished according to "Maugel Architectural Drawings", sheet number A. 201.
20. An attic access panel must be supplied for each unit.
21. Basement access will be stairs from the interior of the house leading to the basement and bulkheads shall be installed as indicated on the "Maugel Architectural Drawings;" Exhibit N.
22. Mail boxes shall be installed on-site at location chosen by Acton's Post Master.
23. Electric outlets must be installed to meet the requirements of the MA State Building Code. Each home shall have telephone outlets installed each bedroom

- and kitchen. Each home shall have cable TV outlets installed in each bedroom and living room.
24. Landscaping shall be installed to meet the requirements of the Comprehensive Permit landscape plan as detailed in Exhibit J. The site shall have a grass lawn properly installed with six inches of topsoil. The shrubbery areas shall have 12 inches of topsoil.
  25. Each of the three homes shall have separately supplied and metered gas, water and electricity. Each home shall have their own Acton Water District supplied and metered potable water connection.
  26. Storm water runoff shall be retained onsite. Runoff will be directly recharged via roof drain drywells and an infiltration trench, as indicated on the site plan, and must meet the requirements of the Comprehensive Permit.
  27. The RFP Respondent's contractor shall supply a standard (one year minimum) homeowner's warranty to each unit buyer.



**EXHIBIT P**

**PROPOSAL FORM**

**Disposition of Municipal Real Estate**

ACTON COMMUNITY HOUSING CORPORATION

c/o Town Manager

Town Hall

472 Main Street

Acton, Massachusetts 01720

1. Name of Person or Business Submitting Proposal:

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Address:

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2. Please check off one of the following:

( ) If a corporation, State of Incorporation:

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( ) If a partnership, names of partners:

---

---

( ) If a trust, name of trust, names of trustees, and Registry book and page for recorded trust instrument:

---

( ) Individual

( ) Other: \_\_\_\_\_

On behalf of the Person or Business Submitting the Proposal (“the “RFP Respondent”), I represent and agree that:

- The RFP Respondent shall acquire the Property and develop the Project in accordance with the terms of the RFP and its Exhibits.
- The RFP Respondent will be responsible for the costs to hire a qualified agency to administer homebuyer qualification and the housing lottery process. Without limitation, the RFP Respondent will at closing deposit \$500 in an account established by the Acton Community Housing Corporation to cover its expenses in overseeing the Lottery (Comprehensive Permit page 12).
- The RFP Respondent will at closing deposit \$4,500 in an escrow account established by the Town pursuant to G.L. c. 44, § 53G, to cover the Town’s expenses in the monitoring compliance with the Profit Cap. Any funds not expended after the completion of the Town’s determination of compliance with the Profit Cap shall be returned to the Developer. See Comprehensive Permit Condition § E.6.
- The RFP Respondent is either a public agency, a non-profit organization, a limited dividend organization or a private party that shall form a limited dividend organization for purposes of the acquisition and development of the Property.
- The enclosed proposal will remain subject to acceptance by the Acton Community Housing Corporation (“ACHC”) for 180 days after the date of submission of proposals, and the RFP Respondent will execute a Disposition Agreement

satisfactory to ACHC within 30 days from award of the contract, or such further time as ACHC may agree in writing.

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Signature

---

Name of Person Signing

---

Title

---

Name of Business

---

Address

---

Federal Identification Number

**EXHIBIT Q**  
**PRICE SUMMARY FORM**  
**Disposition of Municipal Real Estate**

ACTON COMMUNITY HOUSING CORPORATION  
Town Hall  
472 Main Street  
Acton, Massachusetts 01720

This price summary form must be submitted with the RFP Respondent's proposal.  
Failure to adhere to this instruction will result in disqualification of your proposal.

Name of RFP Respondent: \_\_\_\_\_

1. **Consideration Offered** to ACHC by the RFP Respondent for purchase of the Property from ACHC by the RFP Respondent:

\_\_\_\_\_

2. **Grant Requested** from ACHC by the RFP Respondent:

\_\_\_\_\_

3. **Other Grant Proceeds** (including without limitation Community Preservation Act Funds) to be requested by or on behalf of the RFP Respondent from the Town of Acton in connection with the acquisition of the Property and completion of the Project required by the RFP:

\_\_\_\_\_

\_\_\_\_\_

4. **Net Gain to ACHC/Town** (Line 1 minus (Line 2 plus Line 3)) is greater than zero): \_\_\_\_\_

5. **Net Subsidy from ACHC/Town** ((Line 2 plus Line 3) minus Line 1 is greater than or equal to zero): \_\_\_\_\_

Signature

\_\_\_\_\_

Name of Person Signing

\_\_\_\_\_

Title

**EXHIBIT R**

**Pro Forma Form**

**EXHIBIT S**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)

**EXHIBIT T**

**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY  
TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c.7, ' 40J, prior to the conveyance of or execution of a Disposition for the real property described below. Attach additional sheets if necessary.

1. Public agency (as defined in G.L. c.7, ' 39A) involved in this transaction:

Acton Community Housing Corporation, Acton Town Hall, 472 Main Street,  
Acton, Massachusetts 01720

2. Complete legal description of the property:

[To Follow]

3. Type of Transaction:  X  Sale          Disposition or rental for [term]

4. Seller(s) or Lessor(s):  Acton Community Housing Corporation   
Purchaser(s) or Lessee(s):

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
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_____	
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6. This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any Disposition or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT U**

**Non-Delinquency Statement Required by M.G.L. c. 60, ' 77B**

I/We, the undersigned, under the pains and penalties of perjury, state that neither I/we nor any person who would gain equity in the Property (which is shown as Parcel \_\_\_\_ on Acton Assessor's Map \_\_\_\_\_, has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance; or is delinquent in the payment of real estate taxes to the Town of Acton, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal Identification Number or Social Security Number

**Note: If there is to be more than one grantee of the deed for the Property, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the board or officer granting the deed has received such statement. See M.G.L. c. 60, ' 77B.**

**EXHIBIT V**

**Commitment for Payment in Lieu of Taxes Calculated  
In Accordance with M.G.L. C. 44, ' 63A**

I/We, the undersigned, acknowledge that General Laws Chapter 44, Section 63A, provides as follows:

Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefor in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year. Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town.

If awarded the contract for the disposition of the Property, I/we commit to make at the closing the required Payment in Lieu of Taxes calculated in accordance with General Laws Chapter 44, Section 63A.

---

Signature

---

Name of Person Signing

---

Title

**EXHIBIT W**

**Acknowledgment**

I/We, the undersigned, acknowledge that the sale of the Property is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f), if and as applicable.

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Signature

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Name of Person Signing

---

Title

**EXHIBIT X**

**CERTIFICATION AS TO PAYMENT OF TAXES**

Pursuant to G.L. c.62C, ' 49A, I, \_\_\_\_\_, hereby certify under the pains and penalties of perjury that \_\_\_\_\_ (RFP Respondent) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized  
Representative of RFP Respondent

\_\_\_\_\_  
Social Security Number or  
Federal ID Number of Contractor

\_\_\_\_\_  
Title

**EXHIBIT Y**

**CORPORATE RESOLUTION**

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
and  
(Secretary of the Corporation)

acting Secretary of \_\_\_\_\_ and I further certify  
(Name of Corporation)

that a meeting of the Directors of said Company, duly called and held on

\_\_\_\_\_,  
(Date of Meeting)

at which all Directors were present and voting, the following individuals:

\_\_\_\_\_  
\_\_\_\_\_

were duly authorized and empowered to execute Forms of General Bid, Contracts, Agreements or Bonds on behalf of the Corporation.

I further certify that the above authority is still in effect and has not changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)